

RECORDATION NO. 20746

FILED

DEC 15 '97

11-10AM

ALVORD AND ALVORD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 15 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Staley Railcar Trust 1997-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease and Indenture Supplement No. 2, dated December 15, 1997 and Bill of Sale, dated as of December 15, 1997, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Lease Agreement previously filed with the Board under Recordation Number 20746.

The names and addresses of the parties to the enclosed documents are:

D →

Lease and Indenture Supplement No. 2

Lessor/Owner Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Lessee: A. E. Staley Manufacturing Company
2200 East Eldorado Street
Decatur, Illinois 62525

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BOARD

Mr. Vernon A. Williams
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Bill of Sale

Seller: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

Buyer/Owner Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

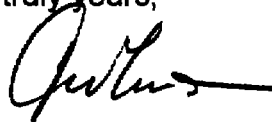
A description of the railroad equipment covered by the enclosed documents is:

ASRX and TWSX covered hopper railcars and ASRX tank railcars set
forth on Schedule 4 to the Lease and Indenture Supplement

Also enclosed is a check in the amount of \$48.00 payable to the order of the
Surface Transportation Board covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Wm. H. H. H. H.

Wm. H. H. H.

RECORDATION NO. 20746-D
FILED
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LEASE AND INDENTURE SUPPLEMENT NO. 2

Dated December 15, 1997

between

FIRST SECURITY BANK, NATIONAL ASSOCIATION,
as Owner Trustee

and

A.E. STALEY MANUFACTURING COMPANY,
as Lessee

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF JUNE 30, 1997. NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2
HAS BEEN FILED WITH THE
SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. §11301 AND
DEPOSITED IN THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO
SECTION 105 OF THE CANADA TRANSPORTATION ACT

LEASE AND INDENTURE SUPPLEMENT NO. 2

LEASE AND INDENTURE SUPPLEMENT No. 2 dated December 15, 1997 (this "**Lease and Indenture Supplement**") between First Security Bank, National Association, not in its individual capacity, except as otherwise expressly provided in the Operative Documents, but solely as Owner Trustee (in such capacity, the "**Owner Trustee**"), under that certain Trust Agreement dated as of June 30, 1997 with Fleet Capital Corporation, a Rhode Island corporation, and A.E. Staley Manufacturing Company, a Delaware corporation (the "**Lessee**").

W I T N E S S E T H

WHEREAS, the Trust Indenture and Security Agreement dated as of June 30, 1997 (the "**Trust Indenture**"), between the Owner Trustee and Wilmington Trust Company, as Indenture Trustee (the "**Indenture Trustee**"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Railcars (such term and other defined terms in the Trust Indenture being herein used with the same meanings) included in the Trust Indenture Estate, and shall specifically subject such Railcars to the Lien of the Trust Indenture;

WHEREAS, the Lease Agreement dated as of June 30, 1997 (the "**Lease**"), between the Owner Trustee and the Lessee provides for the execution and delivery of a supplement thereto substantially in the form hereof for the purpose of leasing the Railcars under the Lease as and when delivered by the Owner Trustee to the Lessee in accordance with the terms of the Lease; and

WHEREAS, the Trust Indenture, the Lease and Lease and Indenture Supplement No. 1 dated June 30, 1997 have been duly filed with the Surface Transportation Board pursuant to the Act and with the Office of Registrar of Canada pursuant to the Canadian Act, in each case on June 30, 1997;

ACCORDINGLY, this Lease and Indenture Supplement witnesseth as follows:

1. Delivery of Railcars under the Lease; Lessor's Cost.
The Owner Trustee hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Owner Trustee, under the Lease as hereby supplemented, the Railcars listed on Schedule 4 hereto. The Lessee hereby confirms to the Owner Trustee and to the Indenture Trustee that the Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 4 to the Lease for such Railcars, and in good working order and in conformance with all provisions of the Lease. The Lessor's Cost of such Railcars is \$6,139,000.

2. Stipulated Loss Values, Basic Rent, Early Buyout Price and Early Buyout Date. Attached as Schedules 1, 2 and 3 to this Lease and Indenture Supplement are the Stipulated Loss Values, Basic Rent and Early Buyout Prices and Early Buyout Dates for each Railcar covered by this Lease and Indenture Supplement.

3. Basic Term Commencement Date and Basic Term Expiration Date. The Basic Term Commencement Date for each Railcar covered by this Lease and Indenture Supplement is December 15, 1997. The Basic Term Expiration Date for each Railcar covered by this Lease and Indenture Supplement is March 29, 2016.

4. Principal Amortization. Attached as Schedule X to this Lease and Indenture Supplement is the principal amortization schedule for the replacement Loan Certificate issued by the Owner Trustee to the Loan Participant on the date hereof.

5. Railcars Subject to the Trust Indenture. In order to secure the prompt payment of the principal of and Make-Whole Amount (if any) and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding under the Trust Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Loan Participant and the Loan Certificate Holders in the Trust Indenture and in the Participation Agreement and the Loan Certificates contained therein, and the prompt payment of any and all amounts from time to time owing under the Trust Indenture or the Participation Agreement or the other Operative Documents by the Owner Trustee, the Owner Participant or the Lessee to the Loan Participant and the Loan Certificate Holders, and for the uses and purposes and subject to the terms and provisions of the Trust Indenture, and in consideration of the premises and of the covenants contained in the Trust Indenture, and of the acceptance of the Loan Certificates by the Loan Certificate Holders, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee and its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, a first priority security interest in and first mortgage lien upon, all right, title and interest of the Owner Trustee in, to and under the Railcars described on Schedule 4 hereto, together with all parts, equipment and accessories thereto belonging, by whomsoever manufactured, owned by the Owner Trustee and installed in or appurtenant to said Railcars.

Together with all substitutions, replacements and renewals of the property above described, and all property which

shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Trust Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, all of the right, title and interest of the Owner Trustee in, to and under this Lease and Indenture Supplement (other than Excluded Payments, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Loan Participant and the Loan Certificate Holders for the uses and purposes and subject to the terms and provisions set forth in the Trust Indenture.

6. Ratification. This Lease and Indenture Supplement shall be construed as supplemental to the Trust Indenture and to the Lease and shall form a part thereof, and each of the Trust Indenture and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

7. Acknowledgment of Owner Trustee. The Owner Trustee hereby acknowledges that the Railcars referred to in this Lease and Indenture Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee and are (i) covered by all the terms and conditions of the Trust Agreement, (ii) subject to the Lien of the Trust Indenture and (iii) subject to the Lease.

FIRST SECURITY BANK, NATIONAL ASSOCIATION,
not in its individual capacity,
except as otherwise expressly
provided in the Operative
Documents, but solely as Owner
Trustee

Title:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST SECURITY BANK, NATIONAL ASSOCIATION,
not in its individual capacity,
except as otherwise expressly
provided in the Operative
Documents, but solely as Owner
Trustee

By: _____

Title:

A.E. STALEY MANUFACTURING COMPANY

By: _____

Title: Vice President, Finance and Treasurer

Schedule 1 to
Lease and Indenture
Supplement

Stipulated Loss Values

(Intentionally omitted)

Schedule 2 to
Lease and Indenture
Supplement

Basic Rent

(Intentionally omitted)

Schedule 3 to
Lease and Indenture
Supplement

Early Buyout Price and
Early Buyout Date

(Intentionally omitted)

**Schedule 4 to
Lease and Indenture
Supplement**

Description of Railcars

Tank Railcars

ASRX3000	ASRX3013 ✓
ASRX3001	ASRX3014
ASRX3002	ASRX3015
ASRX3003	ASRX3016
ASRX3004	ASRX3017
ASRX3005	ASRX3018
ASRX3006	ASRX3019
ASRX3007	ASRX3020
ASRX3008	ASRX3021
ASRX3009	ASRX3022
ASRX3010	ASRX3023
ASRX3011	ASRX3024
ASRX3012	

5030 Covered Hopper Railcars

ASRX50000	ASRX50025
ASRX50001	ASRX50026
ASRX50002	ASRX50027
ASRX50003	ASRX50028
ASRX50004	ASRX50029
ASRX50005	ASRX50030
ASRX50006	ASRX50031
ASRX50007	ASRX50032
ASRX50008	ASRX50033
ASRX50009	ASRX50034
ASRX50010	ASRX50035
ASRX50011	ASRX50036
ASRX50012	ASRX50037
ASRX50013	ASRX50038
ASRX50014	ASRX50039
ASRX50015	ASRX50040
ASRX50016	ASRX50041
ASRX50017	ASRX50042
ASRX50018	ASRX50043
ASRX50019	ASRX50044
ASRX50020	ASRX50045
ASRX50021	ASRX50046
ASRX50022	ASRX50047
ASRX50023	ASRX50048
ASRX50024	ASRX50049

5150 Covered Hopper Railcars

TWSX1000	TWSX1013
TWSX1001	TWSX1014
TWSX1002	TWSX1015
TWSX1003	TWSX1016
TWSX1004	TWSX1017
TWSX1005	TWSX1018
TWSX1006	TWSX1019
TWSX1007	TWSX1020
TWSX1008	TWSX1021
TWSX1009	TWSX1022
TWSX1010	TWSX1023
TWSX1011	TWSX1024
TWSX1012	

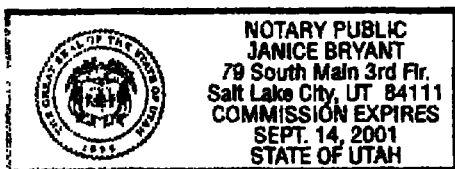
Schedule X to
Lease and Indenture
Supplement

Schedule of Principal Payments

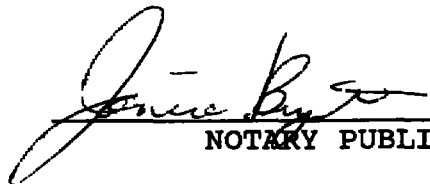
(Intentionally omitted)

STATE OF Utah)
COUNTY OF Salt Lake) SS.

On this 3rd day of December, 1997, before me personally appeared Nancy M. Dahl, to me personally known who, being by me duly sworn, says that she is Vice President of FIRST SECURITY BANK, NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and Nancy M. Dahl acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



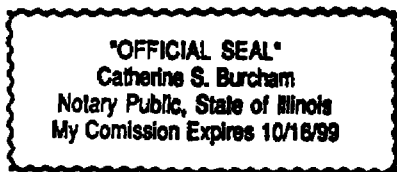
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NOTARY PUBLIC

My Commission Expires:

STATE OF Illinois)
) SS.
COUNTY OF Macon)

On this 24th day of ^{November}~~December~~, 1997, before me personally appeared Charles A. Curry, to me personally known who, being by me duly sworn, says that he is Vice President, Finance and Treasurer of A.E. STALEY MANUFACTURING COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine S Burcham
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires: 10/16/99